

COLLATERALIZED TRADE FUNDING PLACEMENT AGREEMENT

THIS COLLATERALIZED TRADE PLACEMENT AGREEMENT ("Agreement") is made this 25th day of March, 2020 ("Effective Date"), by and between PREMIER INVESTMENTS & FINANCIAL SERVICES GROUP, LLC (hereinafter, together with all successors and assigns, known as "**Placement Agent**") and, Dragon Capital Group LLC (hereinafter, together with all successors and assigns, known as "**Placement Provider**"). Placement Provider and Placement Agent shall collectively be known herein as the "Parties and each a "Party". In determining the rights and duties of the Parties under this Placement Agreement, the entire document must be read as a whole.

FOR VALUE RECEIVED, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Invested Amount; Profits**. Placement Provider has transferred or will transfer to the order of Placement Agent (pursuant to wire instructions provided by Placement Agent), the sum of up to Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Invested Amount") solely for the purpose of investment by an approved foreign exchange trader working on behalf of the Placement Agent (the "Trader") in accordance with approved objectives. All payments to Placement Provider by the Placement Agent rendered over time shall be construed as proceeds payments on the principal portion of the Invested Amount; in no case shall any profits in excess of the Invested Amount be used in connection with any trades executed in connection with this Agreement (each a "Trade" and collectively, "Trades"). In connection with each Trade, the Parties shall be paid from the gross profits ("Gross Profits") on a monthly basis as follows:

Trader: *Thirty Percent (30%) of the Gross Profits for the applicable month (all such amounts, the "Trader Profits")*

Placement Agent: *Five Percent (5%) of the Gross Profits for the applicable month, if such Gross Profits are equal to or less than Five Percent (5%) of the total Invested Amount;*

Seven Percent (7%) of the Gross Profits for the applicable month, if such Gross Profits are greater than Five Percent (5%) and equal to or less than Eight Percent (8%) of the total Invested Amount; or

Ten Percent (10%) of the Gross Profits for the applicable month, if such Gross Profits are greater than Eight Percent (8%) of total Invested Amount (all such amounts, the "Agent Profits").

Placement Provider: *The remaining amount of the Gross Profits for the applicable month not to be distributed as Trader Profits or Agent Profits (all such amounts, the "Provider Profits", and together with the Trader Profits and the Agent Profits)*

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Placement Agent shall be solely responsible for distributing the Profits to each of the above parties in accordance with this Agreement. Placement Agent hereby agrees to indemnify and hold harmless Placement Provider from any and all claims, suits, losses, and damages arising from or otherwise related to Trader Profits and any other fees, expenses and charges in connection with Trader.

2. **Viewing of Trades; Reports.** At all times during the term of this Agreement, the Placement Provider shall have uninterrupted access via MT4 to view the trading performance. In addition, Placement Agent shall provide Placement Provider, within five (5) days after the end of a calendar month, a complete and accurate report of such calendar month's Trades which shall show in reasonable detail all related profits and losses.
3. **Trade Loss; Collateral.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree as follows:
 - a. *Trade Loss:* At any time, from time to time, that losses from any one or more Trades result in the loss of ten percent (10%) or more of the principal of the Invested Amount (each event a "Stop Trigger"), the Placement Agent shall immediately cause Trader to (i) stop initiating any new Trades and (ii) complete all open or current Trades as profitably as possible. After a Stop Trigger, no new Trades shall be made unless and until Placement Provider has given its written consent to resume new Trades.
 - b. *Collateral for Recourse to Trade Loss; Grant of Security Interest:* Placement Agent hereby agrees to provide to Placement Provider, within five (5) days of the Effective Date, but in any event prior to the first Trade, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (collectively, the "Collateral") as collateral towards the loss of any principal portion of the Invested Amount due to Trade losses. The Collateral shall be transferred to Placement Provider via wire or ACH transfer in accordance with instructions provided to Placement Agent, or by an offset reduction of the initial investment funds from Placement Provider. For example, Placement Provider may transfer \$450,000 after netting the Collateral due from Placement Agent, while receiving \$500,000 credit in Placement Provider's trading account for a full \$500,000 Invested Amount. Placement Provider shall hold the Collateral in trust in a segregated account at a reputable financial institution (the "Trust Account"), subject to the terms of this Section 3. No interest shall be due to Placement Agent with respect to the Collateral. In furtherance of the foregoing, Placement Agent hereby grants to Placement Provider a present first priority security interest in the Collateral.
 - c. *Withdrawal of Collateral:* Notwithstanding anything to the contrary contained herein, in the event that (i) a Stop Trigger occurs or (ii) this Agreement expires or is sooner terminated, the Placement Provider, upon not less than ten (10) days' prior written notice to Placement Agent using any of the methods provided for in Section 7 of this Agreement, may withdraw all or a portion of the Collateral from the Trust Account equal to the amount of the lost principal of the Invested Amount at such time. Placement Agent hereby warrants and covenants that Placement Agent shall not attempt to unreasonably prevent Placement Provider from validly withdrawing any or all of the Collateral in compliance with the terms of this Agreement.

4. **Return of Invested Amount and Provider Profits.** Placement Agent will pay to Placement Provider, upon demand in accordance with Section 6 below, all or any portion of the (i) principal balance of the Invested Amount and/or (ii) unpaid Provider Profits. Otherwise, the Gross Profits shall be distributed on a monthly basis, within seven (7) days of the end of the applicable calendar month, in accordance with Section 1 of this Agreement. The entire outstanding Invested Amount and unpaid Provider Profits shall automatically be due and payable by Placement Agent on the ninetieth (90th) day after the Effective Date without any need for further action or demand on the part of Placement Provider. All payments to Placement Provider made hereunder shall be transmitted pursuant to the instructions set forth in Section 17 of this Agreement.
5. **Agreement Extension.** The Parties may extend this Agreement beyond its 90-day term by mutual written agreement between the Parties. The terms and conditions of such extended Agreement shall be as indicated in such written agreement.
6. **Demand by Placement Provider.** This is a "demand" placement agreement the terms of which require the Placement Agent to repay in full the entire outstanding Invested Amount, and any unpaid Provider Profits, in each case subject only to the performance of any then-open Trades, within thirty (30) days of receipt of a written "Letter of Demand" from Placement Agent. The Placement Provider agrees not to issue a "Letter of Demand" prior to the sixtieth (60th) day after the Effective Date.
7. **Notices.** Delivery of written notice by electronic mail, U.S. Postal Service, FedEx, or UPS, from one Party to the other Party shall constitute delivery. The notice address for each Party is as follows, provided that the Parties may, by written notice given hereunder, designate a different address where communications should be sent:

PLACEMENT AGENT:

PREMIER INVESTMENTS & FINANCIAL SERVICES GROUP, LLC
 Attn: Eugenio Garcia Jr.
 12 West Mendez Vigo St.
 Mayaguez, Puerto Rico
 Email Address: slkirkland63@comcast.net

PLACEMENT PROVIDER:

Dragon Capital Group LLC
 Attn: Alex Cheng
 10612 Providence Rd
 STE D-223
 Charlotte, NC 28277
 Email Address: achengv5@gmail.com

8. **Entity Parties.** If any Party to this Agreement is a corporation, limited liability company, partnership, a trust or other form of entity), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that Party is authorized to commit, act on behalf, enter into contractual obligations, and sign as signatory for said entity and must sign as an individual as well as an authorized signatory. The Party acting as signatory to this Agreement

attests that such Party has due authorization to act in such capacity as signatory making the Party also liable for and party to all terms and conditions of this Agreement. Breach of any representation contained in this paragraph is considered a material breach of this Agreement.

9. **Integration**. This Agreement, including any addendums mentioned in the body of this Agreement as incorporated by reference, with regard to the subject matter herein, represents and is considered the entire agreement between the Parties. All prior agreements, representations and warranties, expressed or implied, oral or written, with respect to the subject matter herein, are hereby superseded by this Agreement. This is an integrated agreement in its entirety.
10. **Severability**. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
11. **Headings**. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
12. **No Presumption Against Drafter**. The Parties each understand, acknowledge and agree that this Agreement has been freely negotiated by both parties and that, in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or provisions, no interference, presumption, or conclusion whatsoever shall be drawn against either party by virtue of that party's having drafted this Agreement or any portion thereof.
13. **Modification**. Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties delivered in accordance with the terms of delivery stated in Section 7 Further, the physical destruction or loss of this Agreement shall not be construed as a modification or termination of any of the terms contained herein.
14. **Execution in Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
15. **Further Assurances**. Each of the Parties shall, from time to time, upon the written request of the other Party, execute and deliver such further documents and do such further acts and things as may reasonably be requested to effectuate the purposes of this Agreement.
16. **Governing Law, Venue, Jurisdiction**. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, excluding, however, the conflict of law and choice of law provisions thereof. **Each of the Parties: (1) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Agreement; (2) irrevocably submits to the venue and jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina over any action or proceeding arising from or related to this Agreement; and (3) irrevocably waives, to the fullest extent such**

Party may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding.


17. Placement Provider Wire Instructions.

Beneficiary Bank
Bank Name: PNC Bank
Bank Address: 500 First Avenue, Mailstop P7-PFSC-03-W
Pittsburgh, PA 15219
Swift Code: **Redacted**
ABA Routing Number: Wire- **Redacted** ACH- **Redacted**
Beneficiary Account Name: Dragon Capital Group LLC
Beneficiary Account Number: **Redacted**

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Placement Provider and Placement Agent affix their signatures hereto as of the date first appearing above:

PLACEMENT PROVIDER:

DRAGON CAPITAL GROUP LLC

By: 
Name: Alex Cheng
Title: Manager-Member

PLACEMENT AGENT:

PREMIER INVESTMENTS & FINANCIAL SERVICES GROUP, LLC

By: 
Name: Steve Kirkland
Title: Authorized Signer

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|-------------------------|--|
| TITLE | Trade Agreement |
| FILE NAME | Collateralized Tr...n 2020.03.25.docx |
| DOCUMENT ID | 1c724f8b0868d75627f182139ad80da5a7d05571 |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ● Completed |

Document History



SENT

03 / 26 / 2020

14:25:39 UTC

Sent for signature to Alexander Cheng (achengv5@gmail.com) and Steve Kirkland (slkirkland63@comcast.net) from achengv5@gmail.com
IP: 173.191.36.84



VIEWED

03 / 26 / 2020

14:42:57 UTC

Viewed by Steve Kirkland (slkirkland63@comcast.net)
IP: 73.137.161.125



VIEWED

03 / 26 / 2020

15:05:49 UTC

Viewed by Alexander Cheng (achengv5@gmail.com)
IP: 173.191.36.84



SIGNED

03 / 26 / 2020

14:44:29 UTC

Signed by Steve Kirkland (slkirkland63@comcast.net)
IP: 73.137.161.125



SIGNED

03 / 26 / 2020

15:07:22 UTC

Signed by Alexander Cheng (achengv5@gmail.com)
IP: 173.191.36.84



COMPLETED

03 / 26 / 2020

15:07:22 UTC

The document has been completed.